



CENTRALINA
Area Agency on Aging

July 1, 2025 through May 31, 2026

**CONTRACT FOR SERVICES PROVIDED FOR
UNDER NORTH CAROLINA STATE APPROPRIATIONS
(SENIOR CENTER GENERAL PURPOSE)
(CFDA NUMBER NA FOR SCGP)**

This agreement entered into as of this 1st day of July 2025, by and between **Gaston County Parks and Recreation** (hereinafter referred to as the "Service Provider") and the **Centralina Regional Council** (hereinafter referred to as "Centralina")(the "Agreement").

WITNESSETH THAT:

WHEREAS, Centralina wishes to have performed and the Service Provider wishes to provide certain aging services in connection with activities financed in part by state appropriations provided to Centralina through the North Carolina Division of Aging (DA) as set forth in this agreement.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Employment of the Service Provider:** Centralina hereby agrees to engage the Service Provider and the Service Provider hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein.
2. **Scope of Services:** The Service Provider shall provide Senior Center General Purpose services to individuals who are 60 years of age or older as specified in the Service Provider's Budget Summary attached hereto as Exhibit A. All services are to be performed in accordance with the Service Provider's Senior Center General Purpose Proposal submitted to Centralina, the terms of which are incorporated herein by reference. The services shall be provided at the **Gaston Senior Center**
3. **Time of Performance:** The services of the Service Provider are to commence no earlier than the July 1st for the year stated above and shall be undertaken and pursued in such sequence as to assure their expeditious completion on or before the period ending May 31st for the year stated above.
4. **Contract Administrator:** The contract administrator for Centralina shall be **Linda Miller** or such other staff personnel as may be designated by Centralina. The contract administrator for the Service Provider shall be **Lynn Helton** or such other staff personnel as may be designated by the Provider. It is understood and agreed that the administrator for Centralina and the Service Provider shall represent their respective employers in the performance of this contract. Each shall notify the other if the administrator changes during the contract period.
5. **Contingency of contract:** This agreement is contingent upon the approval of the receipt of funds from the DA by Centralina's Executive Board. Only upon approval from Centralina's Executive Board, shall this contract be considered eligible for execution by the signatories listed herein.
6. **Limitation of Liability:** Notwithstanding any other provision of this Agreement. Centralina shall not be liable to the Service Provider for any damages, losses, or expenses (including without limitation, lost profits, loss of performance, or other direct, indirect, special or consequential damages) arising from or relating to Centralina's inability to pay or reimburse the Service Provider due to the reduction or termination of federal or state funding that was anticipated or relied upon for the performance of this Agreement.

7. **Compensation, Availability of Funds and Method of Payment:** The Service Provider shall be compensated for the work and services actually performed under this agreement by payments to be made monthly by Centralina. The total compensation and reimbursement to be paid to the Provider under this agreement shall not exceed the sum of **\$10971** in state grant funds awarded. The match requirement explanation can be found in paragraph 9. Allocation of state funds may be increased or decreased based on actual expenditures and availability of funds. The obligations of Centralina set forth in this agreement for payment of compensation are contingent upon receipt of grant funds from the North Carolina Division of Aging (DA). Centralina shall not be held responsible for any delay or reduction in payment to the Service Provider resulting from delays or reductions in reimbursement by DA or any government agency.
8. **Reimbursement of Service Costs:** Reimbursement of service costs shall be carried out as provided in Section 7 of the North Carolina Home and Community Care Block Grant Procedures Manual for Community Service Providers dated July 1, 1992 (as amended), the terms of which are incorporated herein by reference and a copy of which has been provided to the Service Provider.
9. **Collection of Non-Federal Matching Resources:** Recognizing its obligation to provide matching resources under this agreement, the Service Provider hereby agrees to secure and contribute to the service local cash matching resources of not less than **twenty-five percent (25%)** of the total service costs. In no case shall the local match directly or indirectly consist of federal or state funds from any source nor may any of the funds paid the Service Provider hereunder be used to match any other federal or state funds. (The amounts and sources of the non-federal match are described in the Service Provider's proposal, which have been reviewed by the Service Provider.)
10. **Fidelity Bond Requirement:** The Service Provider represents that it has or will secure all personnel required to perform the services provided for under this agreement. Such personnel shall not be employees of Centralina, nor shall such personnel have been employees of Centralina during any time within the twelve (12) month period immediately prior to the date of this contract, except with the express written consent of Centralina's Executive Director. Except as herewith provided, the Service Provider shall procure fidelity bonds for all persons authorized to receive or disburse Project funds. Non-governmental agencies shall procure either a blanket fidelity bond or name schedule fidelity bond. The bond limit for persons authorized to receive and disburse grant funds shall be the amount of compensation detailed in paragraph 7 or \$100,000, whichever is less.
11. **Approval of Subcontract or Assignability:** The Service Provider shall not assign all or any portion of its interest in this contract, nor shall any of the work or services to be performed under this contract by the Service Provider be subcontracted, without the prior written approval of Centralina.
12. **Review and Coordination:** To ensure adequate review and evaluation of the work, and proper coordination among interested parties, Centralina shall be kept fully informed concerning the progress of the work and services to be performed hereunder. Council's staff will conduct scheduled on-site assessments and may also make unannounced visits for the purpose of evaluating the Service Provider's work.
13. **Accounting:** The Service Provider shall maintain complete accounting records sufficient to document receipts and expenditures of state grant funds under this agreement. All accounting records should be maintained in accordance with the North Carolina Local Government Budget and Fiscal Control Act and the North Carolina Home and Community Care Block Grant Procedures Manual for Community Service Providers, dated July 1, 1992 (as amended), a copy of which has been provided to the Service Provider.

14. **Inspections:** Authorized representatives of Centralina and the North Carolina Division of Aging may at any reasonable times review and inspect the program activities and data collected pursuant to this contract. All reports and computations prepared by or for the Service Provider shall be made available to authorized representatives of Centralina and the North Carolina Division of Aging for inspection and review at any reasonable times in the Service Provider's office. Approval and acceptance of such material shall not relieve the Service Provider of its professional obligation to correct, at its expense, any errors found in the work.
15. **Maintenance of Records:** The Service Provider shall maintain all financial and program records for a period of five (5) years from the date of final payment under this contract, for inspection by Centralina, the North Carolina Division of Aging, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the Service Provider's records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
16. **Compliance with Requirements of Centralina, United States Department of Health and Human Services and North Carolina Division of Aging:** The Service Provider agrees that it is fully cognizant of the rules and regulations promulgated pursuant to Title III of the Older Americans Act of 1965, as amended, and that all services will be performed in strict compliance with such existing regulations and any such regulations validly promulgated subsequent to the execution of this agreement. The Service Provider shall be bound by the applicable terms and conditions of the Notification of Grant Award executed by Centralina and the North Carolina Division of Aging. Said Notification of Grant Award is on file in the office of Centralina and is hereby made a part of this agreement as fully as if the same were attached hereto.
17. **Data to be Furnished to the Service Provider:** All existing information readily available to Centralina without cost and reasonably necessary, as determined by Centralina's staff, for the performance of this contract by the Service Provider shall be furnished to the Service Provider without charge by Centralina. Centralina, its agents and employees, shall fully cooperate with the Service Provider in the performance of the Service Provider's obligations under this contract.
18. **Rights in Documents, Materials and Data Produced:** Service Provider agrees that at the discretion of Centralina, all reports and other data prepared by or for it under the terms of this contract shall be delivered to, become and remain, the property of Centralina upon termination or completion of the work. Both Centralina and the Service Provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this contract, "data" includes sound recordings, or other graphic and electronic representations, and works of similar nature. No reports or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Service Provider.
19. **Identification of Document:** All reports, and other documents completed as part of this contract shall bear on title pages of such report, or document, the following legend:
"Prepared by Service Provider under contract with Centralina Regional Council". The date (month and year) in which the document was prepared, and source of grant funds shall also be shown.
20. **Interest of Service Provider:** The Service Provider covenants that neither the Service Provider nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Service Provider's service hereunder in an impartial and unbiased manner. The Service Provider further covenants that in the performance of this contract no person having any such interest shall be employed by the Service

Provider as an agent, subcontractor or otherwise.

21. **Interest of Members of Centralina and Others:** No officer, member or employee of Centralina, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this contract which may affect his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this contract or the proceeds arising therefrom.
22. **Officials Not to Benefit:** No member of or delegate to the Congress of the United States of America or the General Assembly of the State of North Carolina, resident Commissioner or employee of the United States Government or the North Carolina State Government, shall be entitled to any share or part of this contract or any benefits to arise here from.
23. **Prohibition Against Use of Funds to influence Legislation:** No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the Service Provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
24. **Certification Regarding Nondiscrimination:** The Service Provider certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Service Provider shall make no distinction because of race, color, handicap, religion, sex or national origin in providing to eligible individuals any services or other benefits under projects financed in whole or in part with funds provided under this contract. (This provision excludes age since these funds are allocated to serve only older persons by design and by law.) The Service Provider shall comply, and assures compliance by any contractor or sub grantee receiving funds through this Agreement, with the Americans with Disabilities Act of 1990, and with requirements contained in applicable federal regulations, guidelines and rules to ensure a policy of nondiscrimination for service recipients, employees and applicants for employment. The Service Provider agrees to comply with such guidelines as Centralina or the North Carolina Division of Aging may issue to implement the requirements of this paragraph.

25. **Disputes and Appeals:** Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated contract administrator for the Area Agency on Aging. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grant administrator for the Service Provider. The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Service Provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging Services, with a copy sent to the Area Agency

on Aging. The request for appeal shall state the exact nature of the complaint. The Division of Aging will inform the Service Provider of its appeal procedures and will inform the Area Service Provider that an appeal has been filed. The appeals process of the Division of Aging thereafter will determine procedures.

The state agency address is as follows:

Director
North Carolina Division of Aging
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

26. **Audit:** The Service Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statutes 143C-6-22 and 23, 159-34 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statutes 143C-6-22 and 23, 159-34 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a Single or Yellow Book audit unless it is a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncdhhs.gov/assistance/adult-services/senior-centers>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting / Due Date
Less than \$25,000 in State or Federal funds	Certification Form and State Grants Compliance Reporting: <\$25,000 (<i>item #11, Activities and Accomplishments does <u>not</u> have to be completed</i>) <u>OR</u> Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N/A <i>Due within 6 months of organization's year end</i>
Greater than \$25,000 and less than \$500,000 in State or Federal Funds or	Certification Form and State Grants Compliance Reporting: >\$25,000 and Schedule of Receipts and Expenditures	N/A

\$750,000 in Federal Funds	<u>OR</u> Audited Financial Statements in compliance with GAO/GAS (<i>i.e., Yellow Book</i>)	<i>Due within 6 months of organization's year end</i>
\$500,000+ in State funds <u>and</u> Federal pass through in an amount less than \$750,000	Audited Financial Statement in compliance with GAO/GAS (<i>i.e., Yellow Book</i>) and Schedule of Federal and State Awards	May use State funds, but <u>not</u> Federal Funds <i>Due within 9 months of organization's year end</i>
\$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (<i>i.e</i> \$1,000,000)	Audited Financial Statement in compliance with OMB Circular. A-133 (<i>i.e., Single Audit</i>)	May use State and Federal funds <i>Due within 9 months of organizations year end</i>
Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Circular funds A-133 (<i>i.e., Single Audit</i>)	May use Federal funds, but <u>not</u> State funds. <i>Due within 9 months of organizations year end</i>

27. **Audit/Assessment Resolutions and Disallowed Costs:** It is further understood that the Service Provider is responsible to Centralina for clarifying any audit exceptions that may arise from any assessment, Service Provider single or financial audit, or audits conducted by the State or Federal Governments. In the event Centralina or the North Carolina Department of Health and Human Services disallows any expenditure of grant funds made by the Service Provider for any reason, the Service Provider shall promptly repay such funds to Centralina once any final appeal is exhausted in accordance with paragraph 23. The Service Provider agrees to comply with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 and the NC Single Audit Implementation Act of 1987. Non-government agencies must comply with GS 143C- 6-23 and 159-34 .
28. **Indemnity:** The Service Provider agrees to the extent allowable by law to indemnify and save harmless Centralina, its agents and employees from and against any and all loss, cost, damage, expense and liability arising out of the Service Provider's and the community service providers' performance under this Agreement.
29. **Changes:** Centralina may require changes in the work and services, which the Service Provider is to perform hereunder. Such changes, including any increase or decrease in the amount of the Service Provider's compensation, which are mutually agreed upon by and between Centralina and the Service Provider, shall be incorporated in written amendments to this contract.

30. **Termination of Contract for Cause:** If through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Service Provider has or shall violate any of the covenants, agreements, representations or stipulations of this contract, Centralina shall therefore have the right to terminate this contract by giving written notice to the Service Provider of such termination and specifying the effective date thereof. In such an event, all finished documents and other materials collected or produced under this contract shall, at the option of Centralina, become its property. The Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this contract, except to the extent such work must be duplicated in order to complete the contract. Notwithstanding the foregoing, the Service Provider shall not be relieved of liability to Centralina for damages sustained by Centralina by virtue of any breach of this contract by the Service Provider and Centralina may withhold payment of any additional sums as security for payment of damages caused by the Service Provider's breach, until such time as the exact amount of the damages resulting from such breach is determined.
31. **Record Retention and Disposition:** All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the DHHS record retention and disposition schedule and any Service Provider-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/rm-tools>. The DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the DHHS record retention and disposition schedule. In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging regarding the creation and management of electronic records.
32. **Applicable Law:** This contract is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.
- IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its designated officials pursuant to specific resolutions of their respective governing bodies or boards, as of the day and year first above written.

Gaston

**Gaston County Parks and Recreation
Attest:**

By: _____
Authorized Official Printed Name of Authorized Official

Title of Authorized Official

Area Agency

Attest:

Linda H. Miller
Linda Miller, AAA Director

By: Geraldine Gardner
Geraldine Gardner, Executive Director,
Centralina Regional Council

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: Denise Strosser
Denise Strosser, Finance Officer, Centralina Regional Council

BUDGET INFORMATION

STATE FISCAL YEAR 2025-2026

Organization Name: Gaston County Parks, Recreation, and Tourism

Senior Center Name: Gaston County Senior Center

Address: 1303 Dallas Cherryville Hwy * Dallas, NC 28034

Period Covered: July 1, 2025-June 30, 2026 Date Prepared: 9/18/2025

OBJECTS OF EXPENDITURE	AMOUNT
Equipment (purchase, repair)	\$ <u>5,000</u>
Building (maintenance, repair)	\$ _____
Supplies	\$ _____
Administrative (salary)	\$ _____
Center Activities or Events	\$ <u>9,628</u>
Capital Outlay (Construction, Renovation)	\$ _____
Other: _____	\$ _____
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$ <u>14,628</u>

Each organization that receives, uses, or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE: 

TITLE: DIRECTOR DATE: 9/18/25